

EXHIBIT A

[Date]

[Potential Acquiror]
[Address]

CONFIDENTIALITY AGREEMENT

Dear Sirs:

In connection with your consideration of a possible grocery store operation in the current Vons Express location at 117-119 Catalina Avenue, in the City of Avalon on Catalina Island (the "Transaction"), and pursuant to the [DATE] Consent Decree entered into by the Vons Companies, Inc. with the Attorney General of the State of California, we have agreed to furnish you or your representatives with certain information relating to the past operations at the Vons Express location at 117-119 Catalina Avenue, in the City of Avalon on Catalina Island (the "Vons Express location").

The Vons Companies, Inc. and its applicable subsidiaries and affiliates are collectively referred to herein as the "Company" or "we" "us" and "our." All such information (whether written or oral) furnished (whether before or after the date hereof) by us or our directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") to you or your directors, officers, employees, affiliates, partners, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents or your potential sources of financing for the Transaction (collectively, "your Representatives") and all notes, analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction which contain or reflect any such information, is hereinafter referred to as the "Information". The term Information will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by you or your Representatives; or (ii) is or becomes available to you on a non-confidential basis from a source (other than us or our Representatives) which is not known to you, after reasonable inquiry, to be prohibited from disclosing such information to you or your representatives by a legal, contractual or fiduciary obligation to us or any other person; or (iii) is currently in your possession and not known to you, after reasonable inquiry, to be subject to any restriction on confidentiality.

Accordingly, you hereby agree that:

1. You and your Representatives (i) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose any Information in any manner whatsoever, and (ii) will not use any Information other than in connection with the Transaction; provided, however, that you may reveal the Information to your Representatives (a) who need to know the Information for the purpose of evaluating the Transaction, (b) who are informed by you of the confidential nature of the Information, and

- (c) who agree to act in accordance with the terms of this letter agreement. You will use reasonable efforts to cause your Representatives to observe the terms of this letter agreement, and regardless of the level of those efforts you will be responsible for any breach of this letter agreement by any of your Representatives.
2. You will take all commercially reasonable steps to protect the secrecy of and avoid disclosure and unauthorized use of the Information. You shall not use any Information for any purpose other than the consideration of the Transaction.
 3. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process (including, without limitation, by oral questions, interrogatories, request for information or documents in legal proceedings, civil investigation demands or other similar process) to disclose any of the Information, you will notify us promptly so that we may seek a protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained, or that the Company does not waive compliance with the terms of this letter agreement, you will furnish only that portion of the Information which you reasonably believe (after consulting with legal counsel) is legally required and will exercise all reasonable efforts (subject to the understanding that we will promptly reimburse you for any out-of-pocket expenses you incur for efforts requested by us) to obtain reliable assurance that confidential treatment will be accorded the Information.
 4. If you determine not to proceed with the Transaction, or if you complete the Transaction and commence to occupy the space currently occupied by the Vons Express, you will promptly inform us of that fact and, in that case, and at any time upon the written request of the Company or any of our Representatives, you will either (i) promptly destroy all copies of the written Information in your or your Representatives' possession and confirm such destruction to us in writing, or (ii) promptly deliver to the Company at your own expense all copies of the written Information in your or your Representatives' possession. Notwithstanding the return or destruction of the Information, you or your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.
 5. You acknowledge that neither we, nor our Representatives, nor any of our officers, directors, employees, agents or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and you agree that no such person (including Vons, its affiliated companies and the persons described in this paragraph) will have any liability relating to the Information, any errors therein or omissions therefrom, the Transaction, or this Agreement.
 6. You acknowledge that remedies at law may be inadequate to protect us against any actual or threatened breach of this letter agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to us, you agree to the granting of injunctive relief (upon a breach of or threatened breach of this Agreement) in our favor without proof of actual damages. In the event of litigation relating to this letter

agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached, then the non-prevailing party will reimburse the prevailing party and its Representatives for its reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation.

7. You agree that no failure or delay by us in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right power or privilege hereunder.
8. This letter agreement will be governed by and construed in accordance with the laws of the State of California applicable to contracts between residents of that State and executed in and to be performed in that State.
9. This letter agreement contains the entire agreement between you and us concerning the confidentiality of the Information. No modifications of this letter agreement or waiver of any of the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.
10. All provisions of this Agreement shall remain in full force and effect for two (2) years from the date of this Agreement.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

THE VONS COMPANIES, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed as of the date
first written above:

[POTENTIAL ACQUIROR]

By: _____
Name: _____
Title: _____